

Contract #AZ401000-1

Consultant Agreement

This Agreement made this 24th day of February, 2005, by and between Rhodes Homes Arizona, hereinafter sometimes referred to as "Client", and Stanley Consultants, sometimes hereinafter referred to as "Consultant", provides as follows:

Date: 2/24/05
 Project: Aztec 60 (hereinafter sometimes referred to as "The Project")
 Contract Price: \$497,550.00

RECITALS:

- A. Client is the developer of The Project. Client is entering into this Agreement with Consultant to perform the professional services described within the Scope of Services, attached as Exhibit "A" to this Agreement.
- B. Consultant is qualified to provide the professional services agreed to within this Agreement as requested by the Client. If Consultant is not qualified to perform the services indicated herein for completing the work, Consultant will immediately notify Client of such in writing.
- C. Consultant shall maintain the schedule as mutually agreed upon unless outside circumstances such as governmental reviews, natural disasters, or other unknown or uncontrollable influences occur. The client shall be notified immediately of any changes to the schedule.

WITNESSETH:

IN CONSIDERATION of the mutual promises and covenants hereinafter set forth, the Client and the Consultant agree as follows:

1. **Services:** Consultant shall perform the professional services described in Exhibit "A" and elsewhere throughout this Agreement. Exhibit "A" is attached hereto and incorporated herein by reference (the "Scope of Services").
2. **Non-Exclusivity:** This Agreement shall not act as an exclusive contract limiting the Client to use only Consultant at the Project.
3. **Standards:** All services shall be performed by the Consultant in a manner consistent with that level of care ordinarily exercised by reputable members of the profession who are currently practicing in the same locality under similar conditions.
4. **Government Regulations:** Consultant shall comply with all known laws, statutes, ordinances, standards, rules and regulations, policies, licensing requirements, insurance requirements, practices, and procedures of federal, state, municipal, and special district governmental authorities which are applicable to the services covered under this Agreement.
5. **Materials:** All necessary labor, licenses, and any other items necessary to complete the services as outlined in Exhibit "A" (hereinafter collectively referred to as the "Materials"), must be furnished by the Consultant and shall be a part of the contract price unless it is specifically excluded in Exhibit "A".

Contract #AZ401000-1

Reproduction of six (6) copies of documents needed for the production, design, and submittal of plans and maps are included in the contract price. In addition, one copy of each document, map, or plan will be provided to the Client during the preliminary stages, prior to the first submittal, after each additional submittal, and immediately after approval and recordation. The total cost of these copies is included in the overall price of this contract.

Any additional reproduction of plans and documents requested by Client which are not included in the contract price shall be directed by Client to Client's reproduction company of choice at Client's expense. In the event changes are requested by the Client, an additional fee shall be negotiated for those copies at the instance of the Consultant at the time of request.

6. Licensing Requirements: As a condition of this Agreement, Consultant shall maintain in effect at all times during the term of this Agreement a valid and appropriate license and/or registration for the State of Arizona, or any other governmental or administrative body as may be applicable. Copies of current applicable licenses shall be submitted to Client upon request. Furthermore, Consultant shall ensure that each of its employees who are subject to licensing and/or registration maintain a current and valid license and/or registration while performing work on the project. Consultant will notice Client in writing immediately of any changes to Consultant's registration license status.

7. Key Personnel:

- a. Award of this contract was based upon a review of the personal qualifications proposed by the Consultant. This includes, but is not limited to, Consultant's current organizational chart, the described internal schedule of processing for the recordation of map(s), and the current Principals of the company.
- b. The Client will be notified immediately if there is a change in Key Contact Personnel including the names and qualifications of these individuals.
- c. Should the individuals originally assigned to Client not be able to perform the work, the Consultant shall send written notice of any proposed replacement or addition, including a statement of qualifications, by individual name. Such proposed replacement or addition must be sent to Client immediately.
- d. Client reserves the right to reject any proposed replacement or addition and/or to request additional qualifying documentation.
- e. Key personnel designated by Consultant may be subject to an interview with Client to substantiate the knowledge and experience that has been represented.
- f. Prior to beginning work, the Consultant will supply Client with a Key Contact Personnel List to include their job, title, and contact information. Consultant will also supply Client with a list of employees authorized to sign contracts and change orders.

8. Consultant's Representations:

- a. The Consultant shall perform the services outlined in Exhibit "A" in a manner consistent with that level of care ordinarily exercised by reputable members of the profession currently practicing in the same locality and under similar conditions. Consultant understands the nature and scope of services and shall perform all services as required in this Agreement.

Contract #AZ401000-1

b. Consultant shall attend a weekly status meeting according to Client's requests. Fees for weekly meetings shall be included in the lump sum price for the duration indicated in Exhibit "A".

9. **Indemnification:** To the fullest extent permitted by law, Consultant shall indemnify and hold Client harmless from and against any and all claims, liabilities, demands, losses, actions, causes of action, damages, costs, expenses, fines, and penalties of every nature, including but not limited to those resulting from injury to persons or property, which are caused by Consultant's negligent act, error, or omission in the performance of the services under this Agreement or by its breach of this Agreement. Consultant shall not be responsible to indemnify Client from any liability, claims, judgments, losses or demands that are caused by the negligence of the Client. In the event Client and Consultant are determined to be jointly at fault, any liability as between Client and Consultant shall be allocated between Client and Consultant in accordance with their proportionate share of such fault.

10. **Attorney's Fees:** If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court shall award reasonable costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney's fees paid or incurred in good faith.

11. **Confidentiality of the Consultant:** Consultant acknowledges and agrees that throughout the term of this Agreement, Consultant may obtain information about the Client or the project which is highly sensitive and confidential. Except as required by law or by a court of competent jurisdiction, Consultant agrees not to disclose Client confidential information to unrelated third parties outside the scope of the services without the express written consent of the Client. Nothing herein shall be deemed to prohibit Consultant from making a disclosure of a violation of law or of a matter necessary to protect the health or safety of any person. Consultant will notify Client prior to releasing any disks or maps provided to other consultants that are prepared in conjunction with any work/services for Client. Required coordination with any agency necessary for the approval or construction of this project is hereby granted.

12. **Insurance:** Consultant shall maintain adequate insurance coverage at its own expense at all times during the full term of its services under this Agreement and as otherwise required hereunder. Insurance coverage must have policy limits not less than those set forth below with insurers licensed to do business in the State of Arizona and which is acceptable to the Client and under forms of policies satisfactory to the Client. There are no other requirements contained herein as to types, limits, or Client's approval of insurance. Client coverage to be maintained by Consultant is intended to and shall not in any way or manner limit quality or quantity of the liabilities and obligations assumed by Consultant under this Agreement or otherwise as may be provided by law.

The following items must be submitted to the Insurance Coordinator of Rhodes Homes Arizona prior to payment of any invoices or acceptance of any work. Consultant agrees that it shall not be entitled to such payment until such time that the following have been received by Client:

a. General Liability Insurance Coverage in the amount of \$2,000,000 aggregate. The Certificate holder's box must show the following names as additionally insured:

- Rhodes Homes
- Rhodes Homes Arizona

Contract #AZ401000-1

■ James M Rhodes, Individually

This Certificate must also have attached an additional insured endorsement in a CG 2026 1185, or a CG2037 1001 FORMAT which names the same three names as additionally insured. The insurance company providing the insurance coverage must have an AM Best Rating of A+ or better and must be admitted in the state of Arizona.

The Name of the project must be noted in the Description Box. (We require an Original Insurance Certificate for each project.)

- b. Comprehensive Automobile Liability Insurance in the amount of \$1,000,000.
- c. State Industrial Insurance Certificate of Workmen's Compensation Insurance. Certificate which shows that you are covered. If self-insured, a certificate showing that you are covered.

Professional Liability:

Consultant agrees to provide and maintain, at its expense, a Professional Liability Insurance Policy of \$1,000,000 per claim for a period not less than five (5) years after the date of the final completion of the work that is performed in accordance with the services if commercially available and affordable. Consultant shall provide Client with a copy of the terms and conditions of the policy providing Professional Liability coverage.

Consultant's Equipment Policy:

Any such insurance policy covering Consultant's or outside Consultant's or Consultant's equipment against loss by physical damage shall include an endorsement waiving the insurer's right of subrogation against the Indemnities. Such insurance shall be Consultant's and outside Consultant's and in-house Consultant's sole and complete means of recovery for any such loss. Should Consultant or any outside Consultant or in-house Consultant choose to self-insure this risk, it is expressly agreed that the Consultant and the outside Consultant and in-house Consultant hereby waive any claim for damage or loss to said equipment in favor in the Indemnities.

Other Requirements:

Evidence of the insurance coverage required to be maintained by Consultant represented by Certificates of Insurance issued by the insurance carrier(s), must be furnished to the Client prior to Consultant starting its services. Certificates of Insurance shall specify the additional insured status mentioned above as well as the waivers of subrogation. Such Certificates of Insurance shall state that Client will be notified in writing thirty (30) days prior to cancellation or non-renewal of insurance. Consultant shall provide to Client a certified copy of any and all applicable insurance policies prior to requesting or receiving payment from Client and prior to starting work. Timely renewal certificates will be provided to Client as the coverage renews.

Insurance similar to that required of Consultant shall be provided by or on behalf of all outside Consultants and in-house Consultants to cover their operations performed under this Agreement. Consultant shall be held responsible for any modifications in these insurance requirements as they apply to Consultants. Consultant shall maintain Certificates of Insurance from all Consultants, enumerating, among other things, the waivers in favor of, and insured status of, the Indemnities as required herein and make them available to Client upon request. The term "Consultant(s)" shall include Consultants of any tier.

Contract #AZ401000-1

13. Additional Required Documents:

- a. State of Arizona License. Copy of unexpired license, if required by law.
- b. Copy of current unexpired business licenses, whichever is applicable to the subdivision or job.
 - 1) Mohave County
 - 2) City of Kingman
- c. A valid W-9 must be on file.

14. Use of Work Product:

- a. Consultant's work product shall be delivered to Client per a mutually agreed schedule in accordance to paragraph 16 of this Agreement and may be used by Client for any purpose connected with the project in accordance with paragraph 16 of this Agreement. Consultant agrees to provide Client with the disks containing the work product of the Consultant in a format as agreed upon at the initiation of project and to the Client's specifications. Under no circumstances shall transfer of drawings and other instruments of service on electronic media for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of Consultant's items of work.
- b. Documents, including drawings and specifications, which are prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for use by Client or others other than for their originally intended use at the Project. Any use of completed documents other than as originally intended, without written verification or approval by Consultant, will be at Client's sole risk and without liability or legal exposure to Consultant.
- c. Consultant shall not release any non-public data or work product prepared under this Agreement to any other consultant, entity, or private/public organization without the prior written authorization of Client with the exception to those documents that must be released to public record prior to approval or recordation.

15. Review and Approval of Work:

- a. Client reserves the right to have the Consultant's work product reviewed by other consultants or by Client at its discretion. Consultant shall fully cooperate with the Client and its agents in review of its work product. Consultant shall immediately provide either appropriate changes or a written response as a result of such outside review. Additional costs, if any, for such changes and/or responses shall be negotiated prior to making such changes and/or responses. If said changes are for value engineering purposes, said revisions will be done after the Client has approved them on a time and materials basis. If Client and Consultant are unable to resolve such dispute, Client and Consultant agree to mutually select an independent party to seek a resolution through mediation.
- b. Provided the Consultant is given clear written and spoken directions from the Client, work is to conform to the Client's acceptance and internal specifications as they are provided prior to start of work in addition to City and County specifications, acceptance, and approval. If there is a conflict between the Client's specifications and the governing agency's specifications, the governing agency's specifications shall prevail. Furthermore, Client requires that on or before 10% of the work is complete and on a regular basis thereafter, Consultant shall present its design to

Contract #AZ401000-1

Client to obtain approval and/or advice on how to mitigate design discrepancies early in the process.

- c. Consultant's work shall be in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the profession currently practicing in the same locality under similar conditions and shall be deemed complete when it has been signed, approved, recorded, and accepted by the applicable governing agencies, and the approved copies have been presented to Client.

16. **Schedule:** If provided for in Consultant's Scope of Services, the Consultant will supply and update a detailed critical production/design review schedule on a weekly basis for tracking purposes which includes planned versus actual completion timeframes for both entity reviews and Consultant production. Consultant shall maintain the schedule as mutually agreed upon unless outside circumstances such as governmental reviews, natural disasters, or other unknown or uncontrollable influences occur. The client shall be notified immediately of any changes to the schedule. Additional fees may be required for any unforeseeable delays in the project that are outside of the Consultant's control.

17. **Changes:** From time to time, Client may require changes in the Scope of Services of the Consultant to be performed thereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between Client and Consultant shall be incorporated in written amendments or Change Orders to this Agreement and signed by all parties hereto prior to performing additional services. Client and Consultant may request an amendment of the provisions of this Agreement; however, oral understandings shall not be binding. **To be valid, all such amendments shall be made in writing and signed by all parties hereto.**

18. **Waivers:** No waiver or indulgence of any breach or series of breaches of this Agreement shall be deemed or construed as a waiver of any other breach of the same or any other provision hereof, nor shall it affect the enforceability of any part of this Agreement. No waiver shall be valid or binding unless executed in writing by the waiving party.

19. **Termination:**

- a. The Client may terminate this Agreement at any time by written notice to the Consultant subject to the payment of all fees and expenses incurred through the termination date. Upon such termination, Consultant shall deliver to the Client all plans, drawings, computer disks and the like which were prepared by the Consultant in connection with this Agreement or said Project. Consultant's plans, drawings and the like may be directly or indirectly used by the Client to the extent permitted by law; provided however, Client hereby agrees to indemnify and hold Consultant, its officers, directors, employees, consultants, and subcontractors harmless from and against any and all claims, liabilities, demands, losses, actions, causes of action, damages, costs, expenses, fines, and penalties of every nature, including but not limited to those resulting from injury to persons or property.
- b. **This Agreement may not be terminated by Consultant except by breach of this Agreement by Client, to include nonpayment of fees within 30 days of invoice which is not cured within fifteen (15) days following Client's receipt of Consultant's invoice.**
- c. Changes to the approved plans without Client's authorization will be grounds for terminating this Agreement.
- d. In the event this Agreement is terminated, all finished or unfinished documents, data, drawings, models, photographs, reports, or other material prepared by the Consultant

Contract #AZ401000-1

under this Agreement shall become eligible for any intended use by Client, and Consultant shall be entitled to receive just and equitable compensation for work completed on such documents and other materials. All plans, documents, comments from agencies, and notes become eligible for any use by Client in return for the compensation received. Client is to receive from Consultant a hard copy and an electronic format copy of all work performed by Consultant for Client regarding the Project for the cost of duplication and reasonable personnel time.

20. **Assignability:** Consultant shall not assign this Agreement or any portion thereof or any of its rights or obligations hereunder without the expressed written consent of the Client.
21. **Payment:**
 - a. Consultant shall provide Client with a monthly statement of fees and expenses by the 1st of each month for payment on the 21st of the same month. Statements received after the 1st of each month will be paid as if submitted the following month. Partial payment to the Consultant shall not be construed as approval or acceptance of work furnished hereunder.
 - b. Fees and expenses described herein are not to exceed the fees as set forth in Exhibit "B" without the prior written approval of the Client. Client shall have no liability for payment of said fees should they exceed fees as set forth in Exhibit "B" without the prior written approval of the Client. All fees exceeding the amounts agreed to herein will be approved by both Client and Consultant prior to the commencement of services.
 - c. Consultant shall pay all liens (including beneficial use liens), claims, charges, or other impositions of any nature or kind imposed upon Consultant or arising out of or in connection with the services performed or materials provided for hereunder and shall hold harmless and indemnify Client there from. Client reserves the right to pay any liens that are imposed as a result of any work performed by sub-consultants of Consultant. Consultant shall reimburse Client for such payments. The fees in this proposal do not include any taxes, if any, whether local, state, or federal on professional services, including but not limited to sales tax. The amounts of any taxes will be added to the professional service fees as they are invoiced and will be identified as such.
 - d. To the extent Consultant's services have not met the Standard of Care as written in Paragraph 3, Consultant shall be held responsible for errors in the field created by Consultant's designs. Consultant shall be informed of errors immediately upon discovery and shall have the right to make adjustments to the plans in order to correct the error. Consultant shall have the right to review the costs submitted by the contractor for the remedy prior to commencement.
22. **Notice.** Any notice in this Agreement shall be in writing and shall be effective upon personal delivery, certified mailing return receipt requested when deposited in the United States mail, or upon confirmed transmission by telegram, cable, telex, or a facsimile.
23. **Entire Agreement:** This Agreement contains all the terms, conditions, and provisions hereof creating the understanding and representations of the parties relating thereto regarding this Project. All such prior written and/or oral proposals, representations, understandings, and discussions are superseded by this Agreement. This Agreement may only be modified or amended by further written agreement executed by the parties hereto.

Contract #AZ401000-1

24. **Authority:** Each of the undersigned signatories declare and represent that they are duly authorized to sign this Agreement and bind each of the parties hereto to all the terms and conditions as outlined herein.
25. **Binding Effect:** This Agreement shall be binding upon the heirs, personal representatives, successors, and/or assigns of the Consultant.
26. **Return of Agreement:** Consultant shall execute and return this Agreement within five (5) calendar days from the date of the Agreement. Consultant shall not commence with services and/or work prior to receipt of a fully executed Agreement. Consultant shall be due no payments for work completed until both parties have fully executed this Agreement.

Contract #AZ401000-1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

Stanley Consultants
5820 S. Eastern, Suite 200
Las Vegas, NV, 89119
Phone 702-369-9396
Fax

David W. Wood
Authorized Signature

2-28-05
Date

For DAVID FROHNER
Print Name

Rhodes Homes Arizona
2215 Hualapai Mountain Road, Suite H
Kingman, Arizona 86401
Phone: (928) 718-2210
Fax: (928) 718-1322

James M. Rhodes 02-28-05
John E. Hampton, Gen. Counsel Date

If contract amount is over \$25,000, then two (2)
Rhodes Homes Arizona signatures are required.

Marlan Walker 2/28/05
Marlan Walker, Division Manager Date

Contract #AZ401000-1

Exhibit "A"**SCOPE OF SERVICES****I. GENERAL CONDITIONS OF THE SCOPE OF SERVICES****1. SITE NAME Rhodes Aztec 60 Acres (233 Lots)****2. SITE DESCRIPTION**

a. APN Number	<u>306-42-001.008</u>
b. Acres	<u>60</u>
c. Notable Boundaries	<u>Aztec Rd & Redwall Drive</u>
d. Client's Parcel Number	<u>N/A</u>

3. REIMBURSABLE EXPENSES

A budget amount has been set for reimbursable expenses (See Exhibit B – Schedule of Values). Reimbursable expenses include such items as courier service, mileage, reproduction costs, etc... Any and all fees required to be paid to government agencies, quasi-government agencies or utility agencies are NOT considered reimbursable expenses and will be paid by check provided by Client. These payments will be scheduled by Consultant and outlined in Exhibit "C", Time of Completion, giving expected dates when payments will be required and expected amounts of checks needed.

4. MEETINGS

- Consultant is required to attend at least one weekly meeting at client's office to give a project update.
- Consultant is required to attend all public hearings and government agency meetings that pertain to the project.

II. PRELIMINARY ENGINEERING SERVICES**1. BOUNDARY & TOPOGRAPHY MAP – NOT INCLUDED****2. ALTA SURVEY - NOT INCLUDED****3. ZONING, WAIVERS, VARIANCES, ETC.**

Prepare applications for all "LAND USE" changes required to entitle the subject property as noted herein. This shall include, but not be limited to, zoning, waivers, variances, vacations, use permits, etc.

4. SITE PLAN

Using requirements provided by Client, Consultant shall prepare a site plan in accordance with the applicable agencies. This may require two to three iterations with the coordination of Client.

Consultant will meet with Client and agency personnel and complete a final engineered site plan for the site. The site plan will be developed based on design criteria and zoning classifications given to the Consultant by the Client.

Contract #AZ401000-1

5. PRELIMINARY PLAT

Prepare a preliminary plat based upon the final site plan approved by Client. Process and submit the site map for approval through the applicable agencies. Services include preparing an amended preliminary plat which correlates to the final engineered site plan, and attending submittal meetings.

6. TECHNICAL DRAINAGE STUDY

The consultant will prepare a Technical Drainage Study, with basic improvement plans, for submittal to the County. The study will be based upon the site configuration as depicted on the submitted Preliminary Plat. The Consultant will verify that the study complies to the current County standards.

7. FEMA Submittal – Not Included. If required, work will be done under a purchase order.

8. TRAFFIC STUDY

- a. Prepare a traffic report that outlines the traffic flows and trip generations, distributions and level-of-service analysis. Include all required intersections and counts as required by the agencies. Submit and process through the applicable agencies for approval.
- b. Process the analysis through the applicable agencies to obtain approval. Consultant shall obtain approval within two (2) agency reviews, which includes addressing agency's comments.

9. ZONING DISCLOSURE MAP - NOT INCLUDED

10. STORM WATER POLLUTION PREVENTION PLAN

Prepare, according to the Arizona Division of Environmental Protection, a storm water pollution prevention plan. This shall include all application(s) and submittal requirements associated. Services do not include filing of Notice of Termination.

11. SALES TRAILER PLAN

Prepare one (1) plot plan for the sales trailer and parking areas as designated by Client. Provide Client appropriate number of wet-stamped copies for submittal to all applicable agencies. Revisions to the Plot plan at the request of Client after initial submittal will be an extra service to the contract.

12. BLOCK WALL HEIGHT VARIANCE – NOT INCLUDED

III. FINAL ENGINEERING SERVICES

1. GRADING STUDY / ANALYSIS

Prepare a detailed grading plan with quantities that reflect cut and fill necessary for block wall footings, streets, pads, and underground utility over-building. Consultant to review with Client and adjust or revise as needed to balance the site and all phases. This will be completed prior to technical drainage study approval. The appropriate number of copies will be provided to Client. Services include preparation of one (1) earthwork quantity analysis only. Additional earthwork calculations will be an extra service to the Contract and paid for by Client.

Contract #AZ401000-1

2. UTILITY PLANS

Prepare a master utility plan depicting topographical variances within one (1) foot that show all lot lines, driveways, streetlights, fire hydrants, water lines, sewer lines, and street furniture. Provide Client all necessary design plans for wet utilities.

3. UTILITY ANALYSIS

Prepare and provide power need analysis, water and sewer analysis. The appropriate number of plans will be provided to Client for submitting and processing through the required agencies for approval. Review utility services and advise Client of any additional studies that may be required for said project. Dry Utility analyses will be conducted by Client's specialty consultant.

4. LOT FIT ANALYSIS

Prepare a lot fit analysis using Client's approved foot-prints indicating which floor plans will and which will *not* fit on each lot of the project. The lot fit plan should include, but not be limited to, retaining walls, scarps, driveways, fire hydrants, streetlights, streetlight service points, and Unisource transformers. Provide working plans and final lot fit for review and approval by Client.

5. IMPROVEMENT PLANS

This proposal is based on preparing one (1) set of Improvement Plans for the project. Any additional plans or additional phasing of the project will be done as an extra service on the Contract.

Prepare and process improvement plans for approval for all on-site improvements. Offsite improvements including water, sewer and storm drain facilities are not included in this contract. The improvement plans shall include but not be limited to:

- a. General Notes and Legend Sheet – To include rights-of-ways, legal descriptions, governmental and utility agency notes, concrete and asphalt quantities for both public and private rights-of-way, and a legend of all symbols and abbreviations referenced throughout the improvement plans.
- b. Grading Plan – To include quantities that reflect cut and fill necessary for block wall footings, streets, pads, and underground utility over-building.
- c. Master Utility Plan – To include locations, specifications and quantities for all water mains, water laterals, water meters, sleeving, fire hydrants, sewer mains, sewer laterals, manholes, streetlights, pull boxes, electrical conduits for street lights and streetlight service point locations.
- d. Street Plan & Profile Plans – To include profiles of underground utilities, rim elevations and invert elevations, as well as the centerline profile and the top of curb elevations in transition areas and at intersections.
- e. Signage & Striping Plan – To include locations, specifications and quantities for all signage and striping, for both public and private rights-of-way.
- f. Detail Sheet – To include all details referenced throughout improvement plans.

6. BLOCK WALL PLANS

Prepare detailed block wall plans with all associated sections and detail specifications provided by Client depicting footings, retaining walls, screen walls, view fences and any other pertinent plan design necessary to construct block walls that will minimize the need for any field changes.

7. FINAL PLAT

Consultant shall prepare and process through all the applicable agencies, all final plats associated with all phases of project to record the final map according to the schedule set forth in Exhibit "C", Time of Completion. This proposal is based on preparation of one (1) final map. The basis of final lots is 233 SFR units.

Contract #AZ401000-1

8. PLOT PLANS

Prepare plot plans on a 24" x 36" group release format and an 8-1/2" x 11" individual lot format. These plot plans shall include information as required by the County Building Department.

9. QUANTITY AND BUDGET COST ESTIMATES

Consultant will provide input data for quantities and submit information in excel format to Client to assist Client with preparing project budgets.

10. BLOCK WALL STRUCTURAL DETAILS

Consultant will provide structural calculations and details for retaining walls up to 6 feet in height. Details will be integrated into the exhibits for the drainage study and the final Improvement Plans. Calculations will be used by Client to apply and process wall permits.

11. MEETINGS, SCHEDULES, PROCESSING AND PROJECT MANAGEMENT

Consultant will attend weekly progress meetings as required to process the project with the Client. Schedules and reasonable updates will be provided to Client. Consultant will process study, map and Improvement Plans submittals with applicable agencies. Building Permit Processing is EXCLUDED.

12. EXPENSES

See Section I.3. of this Scope of Services.

IV. CONSTRUCTION STAKING (ON-SITE)

The basis for this proposal is from the Preliminary Plat depicting 233 Single Family Residential Buildings. Deviations from this basis will require modifications to the scope and fee for Construction Staking Services.

Horizontal and Vertical Control

Consultant will field verify the horizontal and vertical data provided by the Client and report any discrepancies found.

The Client will provide the latest AutoCAD disk and two (2) sets of the current approved civil, architectural, and/or structural plans required to provide construction survey services. Any additional plans or revisions to the approved plans will be made available to SCI within 24 hours of approval of such plans.

Rough Grade

Two stakes will be set on each property line for grading, one at 10' back of curb for grading of the pads and streets with one at the rear property corner for grading of the pads.

Blue tops for Pads

Set two stakes at each property line for vertical control of the building pad.

Pad Verification and Finished Floor Certifications

Measure the elevation of the pad after grading is complete.

Measure the elevation of the top of form or finished concrete slab to provide FF Certifications.

Contract #AZ401000-1

Utility Services

Provide one (1) stake at each property line with an offset to the back of curb.

Sanitary Sewer Lines

Provide stakes at offsets to all manholes and at 50' intervals between manholes.

Fire Hydrants/Waterlines

Fire hydrants will be staked using two (2) stakes per hydrant for horizontal and vertical control.

Set offsets for waterline at 100 foot stations, grade breaks and angle points.

Building Layout

Provide 3 stakes at the projected building envelope for each house layout.

Wall Layout

Set offsets to Property Line at 50' stations with elevations to footing steps.

Curb and Gutter

Set offset stakes at the beginning and end of curb returns; at approximately 50' stations or the lot lines and at the beginning and end of curves.

Redheads for Street Subgrade

Set redhead stakes at back of curb line and centerline, corresponding with the Curb and Gutter stakes.

Bluetops for Finished Gravel in Streets

Set grade stakes on crown line at approximately 50' stations.

Final Front Property Lines

Saw cut top of curb for projected front property lines.

Final Rear Property Corners

Set hub and tag at corner or nail and tag on the projected property line for all rear property corners.

Final Street Monuments

Set final monuments per plat map. (Where concrete monuments or well monuments are required, SCI will provide control for developer to install monuments).

V. CONSTRUCTION STAKING (OFF-SITE) – Not Included

VI. TIE-INS/FORM BOARD/FINISH FLOOR CERTIFICATION

Provide form board / finish floor elevation survey and complete finished floor certification documents at form board set prior to pour.

VII. SCREEN WALL STAKING

Provide control staking for locations of privacy block screen walls as required.

Contract #AZ401000-1

Exhibit "B"
SCHEDULE OF VALUES

II. Preliminary Engineering Services

1. Boundary & Topography Map	Not Included
2. A.L.T.A. Survey	Not Included
3. Zoning, Waivers, Variances, Etc.	\$10,000
4. Site Plan	\$15,000
5. Preliminary Plat w/processing	\$9,500
6. Technical Drainage Study / Preliminary Grading Plan w/processing	\$14,500
7. FEMA Submittals w/processing	Not Included
8. Traffic Study	\$11,500
9. Zoning Disclosure Map	Not Included
10. Storm Water Prevention Plan	\$1,800
11. Sales Trailer Plan	\$3,000
12. Block Wall Height Variance	Not Included
	\$65,300

III. Final Engineering Services

1. Grading Study / Analysis	\$8,000
2. Utility Plans	\$9,500
3. Utility Analysis	\$4,000
4. Lot Fit Analysis	\$8,200
5. Improvement Plans	\$128,200
6. Block Wall Plans	\$13,900
7. Final Plat w/proc.	\$18,650
8. Plot Plans	\$16,300
9. Quantity and Budget Cost Estimates	\$4,500
10. Block Wall Structural Details	\$5,000
11. Meetings, Processing, Schedules	\$20,000
12. Reimbursable Expenses (Budget)	\$5,000
	\$241,250

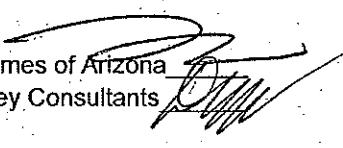
IV. Construction Staking (On-Site)

H & V Control
Rough Grading
Building Pads and grade verifications
Sewer Lines
Utilities (storm sewers, electric vaults)
Water Lines, Hydrants
Building Envelopes
Curb & Gutter
Walls
Final Monumentation

\$163,100**V. Construction Staking (Off-Site)**

Not Included

Rhodes Homes of Arizona
 Stanley Consultants



Contract #AZ401000-1

VI. Tie-Ins / Form Board / Finish Floor Certification

\$18,600

VII. Screen Wall Staking

\$9,300

TOTAL LUMP SUM CONTRACT PRICE:

\$497,550

Note: All services are lump sum unless otherwise stated.

Exclusions:

Services rendered outside this scope of services will be performed on a Time and Materials basis at the rates shown on the attached Standard Charge Rate Fee Schedule. The Consultant shall not conduct additional services without prior written authorization from the Client. The following is a partial list of the exclusions applicable to the included Scope of Services.

- Revisions to plans under design due to a change in information or design requirements provided Consultant by others (Client, Client's other Consultants, regulatory agencies' policy changes in standards)
- Dry Utility Designs and Coordination (power, gas, telephone, cable) (other than listed herein)
- Landscape Plans and Irrigation Plans
- Acquisition of off-site easements
- Traffic Signal Plans
- Soils/Geotechnical consulting, pavement sections designs, and subdrainage systems
- Potholing
- Hydraulic Flow Tests and calculations will be performed by others if required
- Analysis of water and sewer systems serving areas adjacent to the proposed Project, i.e., the preparation of regional or subregional analysis is not included
- Channel Design
- Structural calculations and/or designs are not included, i.e., retaining walls, buildings, drainage structures, etc.
- Entitlement services (other than those specifically listed)
- Lot line adjustments, EIR applications
- Planning exhibits, land use applications, and/or overlays (except as noted)
- FEMA submittals and/or coordination (except as noted)
- New conditions as a result of new zoning
- Utility Easements other than specifically identified herein
- Retaining/screen wall design and specifications
- Legal Descriptions and Exhibits other than specifically identified herein

Contract #AZ401000-1

- Off-Site Street Improvements other than specifically listed herein
- Vacations or dedications other than those listed herein
- Field Engineering/Construction Administration meetings
- Hardscape and landscape plans

Contract #AZ401000-1

Exhibit "C"

TIME OF COMPLETION

Engineering Schedule:

(see attached Schedule)

Survey Schedule:

Time of completion is determined by Client for which Consultant will provide its services on an "on-call" basis.

Client must make all staking requests 48 hours in advance.

Contract #AZ401000-1

Exhibit "D"

RHODES HOMES ARIZONA

2215 Hualapai Mountain Road, Suite H
Kingman, Arizona 86401
(928) 718-2210 Phone
(928) 718-1322 Fax

Change Order

Change Order #:

Client: Rhodes Homes Arizona
Consultant: Stanley Consultants
Project Name: Aztec 60
Description of Work: Civil Engineering
Consultant Agreement Date: 2/24/05
Contract #: AZ401000-1

This Change Order is made this _____ day of _____ by and between Rhodes Homes Arizona and _____ for the following changes in work:

(Describe changes in work required, reasons for the change, and associated costs of said change.)

Owner agrees to pay for all changes, if approved and required for the satisfactory completion of the work, performed by the Consultant under this Change Order according to the terms of the Consultant Agreement. The amount paid by the Owner shall be full compensation for all work requested and for all effect of this document on the work. The change, if any, in the Contract Price shall be computed according to one of the following methods:

(Check method appropriate to the requested Change Order)

- 1. No Change
- 2. Costs Plus a Fee \$ _____
- 3. Unit Price \$ _____
- 4. Lump Sum of \$ _____

If items 2 or 3 are marked, Consultant shall submit promptly to Client such itemized labor and material breakdown as Client may require for work performed or deleted from the Consultant

Contract #AZ401000-1

Agreement by this Change Order. The Consultant shall include the cost of such change in its next application for payment in a separate line item.

The change, if any, in the Project Schedule resulting from the work requested by the Change Order shall be determined according to the terms of the Consultant Agreement and allows for (check as appropriate) an addition a deletion of days.

The undersigned agree to the changes, additions, modifications, or revisions in the work and, if warranted by the Change Order, an adjustment in the Contract Price or the Client's Project Schedule or the terms and conditions of the Contract Documents issued on or after the effective date of the Consultant Agreement.

Stanley Consultants

Authorized Signature

Print Name

Title

Date

Rhodes Homes Arizona

Authorized Signature

Print Name

Title

Date

Exhibit "A"**SCOPE OF SERVICES****I. GENERAL CONDITIONS OF THE SCOPE OF SERVICES**

1. SITE NAME Rhodes Aztec 60 Acres (233 Lots)
2. SITE DESCRIPTION

a. APN Number	<u>306-42-001,008</u>
b. Acres	<u>60</u>
c. Notable Boundaries	<u>Aztec Rd & Redwall Drive</u>
d. Client's Parcel Number	<u>N/A</u>
3. REIMBURSABLE EXPENSES

A budget amount has been set for reimbursable expenses (See Exhibit B – Schedule of Values). Reimbursable expenses include such items as courier service, mileage, reproduction costs, etc... Any and all fees required to be paid to government agencies, quasi-government agencies or utility agencies are NOT considered reimbursable expenses and will be paid by check provided by Client. These payments will be scheduled by Consultant and outlined in Exhibit "C", Time of Completion, giving expected dates when payments will be required and expected amounts of checks needed.
4. MEETINGS
 - a. Consultant is required to attend at least one weekly meeting at client's office to give a project update.
 - b. Consultant is required to attend all public hearings and government agency meetings that pertain to the project.

II. PRELIMINARY ENGINEERING SERVICES

1. BOUNDARY & TOPOGRAPHY MAP – NOT INCLUDED
2. ALTA SURVEY - NOT INCLUDED
3. ZONING, WAIVERS, VARIANCES, ETC.

Prepare applications for all "LAND USE" changes required to entitle the subject property as noted herein. This shall include, but not be limited to, zoning, waivers, variances, vacations, use permits, etc.
4. SITE PLAN

Using requirements provided by Client, Consultant shall prepare a site plan in accordance with the applicable agencies. This may require two to three iterations with the coordination of Client.

Consultant will meet with Client and agency personnel and complete a final engineered site plan for the site. The site plan will be developed based on design criteria and zoning classifications given to the Consultant by the Client.
5. PRELIMINARY PLAT

Prepare a preliminary plat based upon the final site plan approved by Client. Process and submit the site map for approval through the applicable agencies. Services include preparing an amended preliminary plat which correlates to the final engineered site plan, and attending submittal meetings.
6. TECHNICAL DRAINAGE STUDY

The consultant will prepare a Technical Drainage Study, with basic improvement plans, for submittal to the County. The study will be based upon the site configuration as depicted on the submitted Preliminary Plat. The Consultant will verify that the study complies to the current County standards.

7. FEMA Submittal – Not Included. If required, work will be done under a purchase order.
8. TRAFFIC STUDY
 - a. Prepare a traffic report that outlines the traffic flows and trip generations, distributions and level-of-service analysis. Include all required intersections and counts as required by the agencies. Submit and process through the applicable agencies for approval.
 - b. Process the analysis through the applicable agencies to obtain approval. Consultant shall obtain approval within two (2) agency reviews, which includes addressing agency's comments.
9. ZONING DISCLOSURE MAP - NOT INCLUDED
10. STORM WATER POLLUTION PREVENTION PLAN
Prepare, according to the Arizona Division of Environmental Protection, a storm water pollution prevention plan. This shall include all application(s) and submittal requirements associated. Services do not include filing of Notice of Termination.
11. SALES TRAILER PLAN
Prepare one (1) plot plan for the sales trailer and parking areas as designated by Client. Provide Client appropriate number of wet-stamped copies for submittal to all applicable agencies. Revisions to the Plot plan at the request of Client after initial submittal will be an extra service to the contract.
12. BLOCK WALL HEIGHT VARIANCE – NOT INCLUDED

III. FINAL ENGINEERING SERVICES

1. GRADING STUDY / ANALYSIS
Prepare a detailed grading plan with quantities that reflect cut and fill necessary for block wall footings, streets, pads; and underground utility over-building. Consultant to review with Client and adjust or revise as needed to balance the site and all phases. This will be completed prior to technical drainage study approval. The appropriate number of copies will be provided to Client. Services include preparation of one (1) earthwork quantity analysis only. Additional earthwork calculations will be an extra service to the Contract and paid for by Client.
2. UTILITY PLANS
Prepare a master utility plan depicting topographical variances within one (1) foot that show all lot lines, driveways, streetlights, fire hydrants, water lines, sewer lines, and street furniture. Provide Client all necessary design plans for wet utilities.
3. UTILITY ANALYSIS
Prepare and provide power need analysis, water and sewer analysis. The appropriate number of plans will be provided to Client for submitting and processing through the required agencies for approval. Review utility services and advise Client of any additional studies that may be required for said project. Dry Utility analyses will be conducted by Client's specialty consultant.
4. LOT FIT ANALYSIS
Prepare a lot fit analysis using Client's approved foot-prints indicating which floor plans will and which will *not* fit on each lot of the project. The lot fit plan should include, but not be limited to, retaining walls, scarpas, driveways, fire hydrants, streetlights, streetlight service points, and Unisource transformers. Provide working plans and final lot fit for review and approval by Client.
5. IMPROVEMENT PLANS
This proposal is based on preparing one (1) set of Improvement Plans for the project. Any additional plans or additional phasing of the project will be done as an extra service on the Contract.

Prepare and process improvement plans for approval for all on-site improvements. Offsite improvements including water, sewer and storm drain facilities are not included in this contract. The improvement plans shall include but not be limited to:

- a. General Notes and Legend Sheet – To include rights-of-ways, legal descriptions, governmental and utility agency notes, concrete and asphalt quantities for both public and private rights-of-way, and a legend of all symbols and abbreviations referenced throughout the improvement plans.
- b. Grading Plan – To include quantities that reflect cut and fill necessary for block wall footings, streets, pads, and underground utility over-building.
- c. Master Utility Plan – To include locations, specifications and quantities for all water mains, water laterals, water meters, sleeving, fire hydrants, sewer mains, sewer laterals, manholes, streetlights, pull boxes, electrical conduits for street lights and streetlight service point locations.
- d. Street Plan & Profile Plans – To include profiles of underground utilities, rim elevations and invert elevations, as well as the centerline profile and the top of curb elevations in transition areas and at intersections.
- e. Signage & Striping Plan – To include locations, specifications and quantities for all signage and striping, for both public and private rights-of-way.
- f. Detail Sheet – To include all details referenced throughout improvement plans.

6. **BLOCK WALL PLANS**
Prepare detailed block wall plans with all associated sections and detail specifications provided by Client depicting footings, retaining walls, screen walls, view fences and any other pertinent plan design necessary to construct block walls that will minimize the need for any field changes.

7. **FINAL PLAT**
Consultant shall prepare and process through all the applicable agencies, all final plats associated with all phases of project to record the final map according to the schedule set forth in Exhibit "C", Time of Completion. This proposal is based on preparation of one (1) final map. The basis of final lots is 233 SFR units.

8. **PLOT PLANS**
Prepare plot plans on a 24" x 36" group release format and an 8-1/2" x 11" individual lot format. These plot plans shall include information as required by the County Building Department.

9. **QUANTITY AND BUDGET COST ESTIMATES**

Consultant will provide input data for quantities and submit information in excel format to Client to assist Client with preparing project budgets.

10. **BLOCK WALL STRUCTURAL DETAILS**

Consultant will provide structural calculations and details for retaining walls up to 6 feet in height. Details will be integrated into the exhibits for the drainage study and the final Improvement Plans. Calculations will be used by Client to apply and process wall permits.

11. **MEETINGS, SCHEDULES, PROCESSING AND PROJECT MANAGEMENT**

Consultant will attend weekly progress meetings as required to process the project with the Client. Schedules and reasonable updates will be provided to Client. Consultant will process study, map and Improvement Plans submittals with applicable agencies. Building Permit Processing is EXCLUDED.

12. **EXPENSES**

See Section I.3. of this Scope of Services.

IV. CONSTRUCTION STAKING (ON-SITE)

The basis for this proposal is from the Preliminary Plat depicting 233 Single Family Residential Buildings. Deviations from this basis will require modifications to the scope and fee for Construction Staking Services.

Horizontal and Vertical Control

Consultant will field verify the horizontal and vertical data provided by the Client and report any discrepancies found.

The Client will provide the latest AutoCAD disk and two (2) sets of the current approved civil, architectural, and/or structural plans required to provide construction survey services. Any additional plans or revisions to the approved plans will be made available to SCI within 24 hours of approval of such plans.

Rough Grade

Two stakes will be set on each property line for grading, one at 10' back of curb for grading of the pads and streets with one at the rear property corner for grading of the pads.

Blue tops for Pads

Set two stakes at each property line for vertical control of the building pad.

Pad Verification and Finished Floor Certifications

Measure the elevation of the pad after grading is complete.

Measure the elevation of the top of form or finished concrete slab to provide FF Certifications.

Utility Services

Provide one (1) stake at each property line with an offset to the back of curb.

Sanitary Sewer Lines

Provide stakes at offsets to all manholes and at 50' intervals between manholes.

Fire Hydrants/Waterlines

Fire hydrants will be staked using two (2) stakes per hydrant for horizontal and vertical control.

Set offsets for waterline at 100 foot stations, grade breaks and angle points.

Building Layout

Provide 3 stakes at the projected building envelope for each house layout.

Wall Layout

Set offsets to Property Line at 50' stations with elevations to footing steps.

Curb and Gutter

Set offset stakes at the beginning and end of curb returns; at approximately 50' stations or the lot lines and at the beginning and end of curves.

Redheads for Street Subgrade

Set redhead stakes at back of curb line and centerline, corresponding with the Curb and Gutter stakes.

Bluetops for Finished Gravel in Streets

Set grade stakes on crown line at approximately 50' stations.

Final Front Property Lines

Saw cut top of curb for projected front property lines.

Final Rear Property Corners

Set hub and tag at corner or nail and tag on the projected property line for all rear property corners.

Final Street Monuments

Set final monuments per plat map. (Where concrete monuments or well monuments are required, SCI will provide control for developer to install monuments).

V. CONSTRUCTION STAKING (OFF-SITE) – Not Included

VI. TIE-INS/FORM BOARD/FINISH FLOOR CERTIFICATION

Provide form board / finish floor elevation survey and complete finished floor certification documents at form board set prior to pour.

VII. SCREEN WALL STAKING

Provide control staking for locations of privacy block screen walls as required.

Exhibit "B"

SCHEDULE OF VALUES

II. Preliminary Engineering Services

1. Boundary & Topography Map	Not Included
2. A.L.T.A. Survey	Not Included
3. Zoning, Waivers, Variances, Etc.	\$10,000
4. Site Plan	\$15,000
5. Preliminary Plat w/processing	\$9,500
6. Technical Drainage Study / Preliminary Grading Plan w/processing	\$14,500
7. FEMA Submittals w/processing	Not Included
8. Traffic Study	\$11,500
9. Zoning Disclosure Map	Not Included
10. Storm Water Prevention Plan	\$1,800
11. Sales Trailer Plan	\$3,000
12. Block Wall Height Variance	Not Included
	\$65,300

III. Final Engineering Services

1. Grading Study / Analysis	\$8,000
2. Utility Plans	\$9,500
3. Utility Analysis	\$4,000
4. Lot Fit Analysis	\$8,200
5. Improvement Plans	\$128,200
6. Block Wall Plans	\$13,900
7. Final Plat w/proc.	\$18,650
8. Plot Plans	\$16,300
9. Quantity and Budget Cost Estimates	\$4,500
10. Block Wall Structural Details	\$5,000
11. Meetings, Processing, Schedules	\$20,000
12. Reimbursable Expenses (Budget)	\$5,000
	\$241,250

IV. Construction Staking (On-Site)

H & V Control	
Rough Grading	
Building Pads and grade verifications	
Sewer Lines	
Utilities (storm sewers, electric vaults)	
Water Lines, Hydrants	
Building Envelopes	
Curb & Gutter	
Walls	
Final Monumentation	
	\$163,100

V. Construction Staking (Off-Site)

Not Included

VI. Tie-Ins / Form Board / Finish Floor Certification

\$18,600

VII. Screen Wall Staking	\$9,300
---------------------------------	----------------

TOTAL LUMP SUM CONTRACT PRICE: **\$497,550**

Note: All services are lump sum unless otherwise stated.

Exclusions:

Services rendered outside this scope of services will be performed on a Time and Materials basis at the rates shown on the attached Standard Charge Rate Fee Schedule. The Consultant shall not conduct additional services without prior written authorization from the Client. The following is a partial list of the exclusions applicable to the included Scope of Services.

- Revisions to plans under design due to a change in information or design requirements provided Consultant by others (Client, Client's other Consultants, regulatory agencies' policy changes in standards)
- Dry Utility Designs and Coordination (power, gas, telephone, cable) (other than listed herein)
- Landscape Plans and Irrigation Plans
- Acquisition of off-site easements
- Traffic Signal Plans
- Soils/Geotechnical consulting, pavement sections designs, and subdrainage systems
- Potholing
- Hydraulic Flow Tests and calculations will be performed by others if required
- Analysis of water and sewer systems serving areas adjacent to the proposed Project, i.e., the preparation of regional or subregional analysis is not included
- Channel Design
- Structural calculations and/or designs are not included, i.e., retaining walls, buildings, drainage structures, etc.
- Entitlement services (other than those specifically listed)
- Lot line adjustments, EIR applications
- Planning exhibits, land use applications, and/or overlays (except as noted)
- FEMA submittals and/or coordination (except as noted)
- New conditions as a result of new zoning
- Utility Easements other than specifically identified herein
- Retaining/screen wall design and specifications
- Legal Descriptions and Exhibits other than specifically identified herein
- Off-Site Street Improvements other than specifically listed herein
- Vacations or dedications other than those listed herein
- Field Engineering/Construction Administration meetings
- Hardscape and landscape plans

Exhibit "C"

TIME OF COMPLETION

Engineering Schedule:

(see attached Schedule)

Survey Schedule:

Time of completion is determined by Client for which Consultant will provide its services on an "on-call" basis.

Client must make all staking requests 48 hours in advance.